

Native Hawaiian Education Council

Request # RFP-2015-001

REQUEST FOR PROPOSAL NHEC Common Indicators System and Framework Cohort Field Testing

BACKGROUND

The Native Hawaiian Education Council (NHEC or 'the Council'), completed a 2014 *Study of Common Culturally-Aligned Evaluation Measures* (the Study) in which evaluation measures and tools used by former and current Native Hawaiian Education Act (NHEA or 'the Act') funded program grantees, were identified, inventoried and categorized. Identified and inventoried in the study were Government Performance and Results Act (GPRA)-based, non-GPRA-based, and alternative culturally-aligned measures and tools. The Study categorized measures and tools in relation to specific focus and locus dimensions of the NHEC's Common Indicators System and Framework (CISF), which is an evaluation framework and set of measures through which the impacts and outcomes of indigenous education programs and projects funded under the Act can be evaluated and reported appropriately, pursuant to the intention of the Act and in alignment with the Native Hawaiian language and culture. The goal of the Study was to provide the Council with information, analysis, and recommendations about evaluation measures and tools in relation to the CISF, not to provide the NHEC with assessments of individual NHEA funded programs or projects, their evaluation strategies, or their performance outcomes.

STATEMENT OF PROJECT GOAL

The Council seeks professional services contractors who will facilitate establishment of CISF field testing cohorts, including grantee technical assistance and implementation supports; monitoring of and reporting to the Council of field testing cohort activities over a three year period; and evaluating the results of the field testing cohorts in year four for year five next steps consideration.

Contact Information

Inquiries and Proposals should be addressed to:

Native Hawaiian Education Council **Request # <u>RFP-2015-001</u>** Dr. Sylvia Hussey, Executive Director 735 Bishop Street, Suite 200 Honolulu, HI 96813 <u>nhec@nhec.org</u>

<u>Proposals must be submitted in both hard copy (postmarked or hand delivered) and electronic</u> <u>form (email) no later than Friday, April 10, 2015</u>

BACKGROUND

The Native Hawaiian Education Council (NHEC or 'the Council') was created under the terms of the Native Hawaiian Education Act (NHEA or 'the Act') and is responsible for assessing, coordinating, reporting and making recommendations to the United States Department of Education (USDOE) and to the United States Congress on the status of Native Hawaiian education. As key responsibilities, the NHEC is tasked with reporting on the aggregate impact of programs created to advance the education of Native Hawaiians, including programs created and funded under the Act, through the Native Hawaiian Education Program (NHEP), and with making recommendations to the USDOE to improve the education and well-being of Native Hawaiians.

At present, the USDOE uses four evaluation measures developed in accordance with the Government Performance and Results Act (GPRA) to measure NHEA grantees' performance (Appendix A). The NHEC believes that these GPRA measures are point in time measures and too narrow in scope; not culturally aligned with the Native Hawaiian culture and language; not aligned with the principles of indigenous education; not in fidelity with the purposes for which the Act and related programs were created; and presents a significant opportunity to expand and inform about other measures of student learning, growth and achievement in fulfillment of the Council's reporting and recommendation responsibilities.

2014 Study. In 2014, the Council engaged WestEd, a national, non-partisan, non-profit, research, development and service agency to conduct a *Study of Common Culturally-Aligned Evaluation Measures* (the Study) in which evaluation measures and tools used by former and current Native Hawaiian Education Act funded program grantees were identified, inventoried and categorized. Identified and inventoried in the study were GPRA-based, non-GPRA-based, and alternative culturally-aligned measures and tools. The Study categorized measures and tools in relation to specific focus and locus dimensions of the NHEC's Common Indicators System and Framework (CISF), which is an evaluation framework and set of measures through which the impacts and outcomes of indigenous education programs and projects funded under the Act can be evaluated and reported appropriately, pursuant to the intention of the Act and in alignment with the Native Hawaiian language and culture. The goal of the Study was to provide the Council with information, analysis, and recommendations about evaluation measures and tools in relation to the CISF, not to provide the NHEC with program assessments of individual NHEP funded programs or projects, their program evaluation strategies, or their program performance outcomes.

2015 Grantee Feedback. On Thursday, January 22, 2015, the Council's NHEP Grantee Symposium focused on two objectives: sharing the results of the Study and kicking off discussions regarding Council and Grantee next steps. Based on event evaluations, 14 of 16 respondents wanted to continue the facilitated conversations of the day about culturally aligned assessments and evaluation; and 15 of 16 respondents would participate in an NHEC facilitated activity or event. Open comments from the same event evaluations indicated participants wanting to take the next steps of actually field testing the various assessments inventoried as part of the Study.

PURPOSE OF THIS RFP

As a result of the Study and the Grantee Symposium feedback, the Council seeks professional services contractors who will facilitate establishment of CISF field testing cohorts, including grantee technical assistance and implementation supports; monitoring of and reporting to the Council of field testing cohort activities over a three year period; and evaluating the results of the field testing cohorts in year four for year five next steps consideration.

GOVERNMENT PERFORMANCE & RESULTS ACT (GPRA)

The Council recognizes that GPRA measures (refer to Appendix A) are summative, point in time, one dimensional, snapshots of student achievement and acknowledges that the efforts to change, broaden or reshape GPRA is a work effort that is not in the scope of this project. The Council has shared with the USDOE its willingness to be a part of a work group to examine ways to have complimentary assessments that are informative about student learning and growth to add to student achievement data points codified in GPRA. The Council intends to apprise and keep the USDOE informed regarding this project, including annual reports regarding its progress, including any insights regarding mapped alignments from the CISF project to GPRA.

THE NHEC COMMON INDICATORS SYSTEM AND FRAMEWORK (CISF)

Until the Study, information about the use by grantees of culturally-aligned measures and tools had not been collected and analyzed in any comprehensive way, either by the USDOE or the NHEC. The Study stemmed from internal reviews conducted by NHEC staff between 2009 and 2013 of files and documents provided to the Council by grantees, and the USDOE strongly suggest that complimentary and supporting culturally-aligned evaluation measures and tools have been, and continue to be, used successfully to capture culturally-aligned performance outcomes by some grantees. These initial reviews also suggest that certain culturally-aligned measures and tools have been used by multiple grantees, sometimes across several educational sectors and content areas. Further, these preliminary internal reviews indicate that performance outcomes based on culturally-aligned measures and tools may be assessed most meaningfully within a framework based on the Native Hawaiian culture and language.

Over the past decade, using a rigorous, community-centered process, the Council developed and refined the CISF, based on the input of Native Hawaiian educators, professional evaluators, NHEA/NHEP grantees, and community members committed to helping NHEC fulfill its obligations to assess and evaluate programs funded under the Act in a culturally-responsible way. After extensive meetings, research, and discussion by and amongst its representative members, in 2007 the Council adopted the NHEC CISF, described below, which the NHEC believes is in harmony with the intent of the Act and aligned with the principles of indigenous education.

The CISF is comprised of three broad Indicators: **Mauli, 'Ike** (*Hawaiian 'Ike* and *Academic 'Ike*), and **Kuleana**. The CISF links these Indicators to four "focus-of-service" impact domains, indicating the areas of learning, content knowledge, or teaching methodology in or through which programs deliver services. These four focus-of-services impact domains (with additional descriptors) are:

- 1. Mauli Resilience, Wellness, and Self-identity
- 2. Hawaiian 'Ike Knowledge of Hawaiian Language, Culture, Values, and Practices
- 3. Academic 'Ike Academic Achievement and Proficiency
- 4. Kuleana Self-sufficiency, Employment, and Stewardship

In addition, the CISF also specifies four "locus-of-services" impact domains, indicating the type of participant to whom, or the social arena in which, those services typically are delivered. These four locus-of-services impact domains are:

- 1. Kanaka Individual/Group
- 2. **'Ohana** Family
- 3. Kaiaulu Community
- 4. 'Onaehana System'

The USDOE's current GPRA measures (2013) focus on allowing grantees to report their performance outcomes only in the "*Academic 'Ike*" impact domain. As further detailed in Appendix B, the GPRA measures focus on: reading, math and science proficiency on State assessments, school readiness in literacy for early education programs, high school graduation and reading proficiency standards in Hawaiian language programs. The Council's proposed CISF work is intended to compliment and support the GPRA student achievement focused data points with qualitative and quantitative data points regarding student learning and growth, as well as how the NHEP grantees' programs are contributing to preparing college, career and community ready students.

Based on the full set of culturally-aligned indicators and focus-of-services impact domains recognized by the NHEC community, the Council developed the following additional measures:

- 1. **Mauli**: The percentage of program participants who improve in knowledge, skills, and dispositions related to well-being of the body, mind, and spirit.
- 2. **'Ike**: The percentage of program participants who demonstrate proficiency and achievement of knowledge, skills, and dispositions of the Hawaiian language, culture, values, and practices.
- 3. **Kuleana**: The percentage of program participants who demonstrate proficiency and achievement of knowledge, skills, and dispositions required for self-reliance, financial independence, and contributions to the family, community, and world.

Grantees and contractors may be aware of similar culturally-aligned, culturally-based and/or other student assessments projects going on in the State of Hawai'i, by other education entities or organizations. The Council expects this project to use the CISF as a basis from which cohort field testing content, processes, study and reporting will be built. The primary focus of participants will be NHEP grantees, unless there is insufficient interest or participation; the Council will address appropriately in the planning phase. The Council's Executive Director will take the responsibility for sharing information with the Council about other culturally-based assessment and evaluation work.

PROJECT PLAN, CONTENT AND ORGANIZATION OF PROPOSAL RESPONSES

The Council envisions the construct of the CISF Cohort Field Testing project as illustrated in Appendix C. Accordingly, the responses to this proposal should be presented in the following phases with estimated timeframes noted with the intent to start the cohort field testing activities in SY 15-16. While SY 15-16 may be an aggressive timeframe, NHEC is aware of the breadth of grantee readiness to engage in such cohort field testing efforts and is mindful that cohorts may have different start dates.

RFP responders should detail their estimated hours, deliverables based pricing and work on the four phases noted below:

- A. Phase I Establishment of CISF Field Testing Cohorts and Overall Study/Project Construct
- B. Phase II Monitoring and Annual Progress Reporting
- C. Phase III Study of the Outcomes of the Field Testing and Next Steps Consideration
- D. Phase IV Lessons Learned from the CISF Cohort Field Testing Project

The table below illustrates the envisioned four phases of the project over the next five years:

Phase I	Phase II	Phase III	Phase IV
Year: 2015	Years: SY 15-16, 16-	Year: 2018	Year: 2019
Weeks: 12	17 and 17-18	Weeks: 52	Weeks: 26
Months: May to June		Months: 12	Months: 6
Estimated Level of Effort for the Entire Project – 100%			
20%	40%	30%	10%

Each phase is detailed below, including the estimated time frame in weeks, expected work products, deliverables and milestones. Details below are provided for guidance purposes and responders to the RFP should include in their response any edits in project approach, activities, work products, deliverables, milestones and/or other items that impacts their pricing for each phase.

Phase I – Establishment of CISF Field Testing Cohorts and Overall Study/Project		
Estimated Time Frame	Years: 2015, 12 weeks, May-June 2015	
Work Products/	Participants: Applicable agreements or approvals (e.g., confidentiality,	
Deliverables	information release, data sharing agreements, research, participation	
	agreements, field testing agreements); secure location to house	
	participant project documents; communication plan with participants	
	and Council; process to organize cohorts; process with cohorts to select	
	CISF field testing items, etc.; data gathering templates or mechanisms,	
	data analysis methodologies, etc.	
	Project: project work plans, project charter, deliverable acceptance	
	process, periodic project status reports, project risks, statement of work	
	amendments, contractor project personnel management, project	
	escalation paths, presentations regarding project status, report writing	
	and meetings, communication plans and templates.	
Deliverables/Milestones to	Deliverables: Project files established and organized with participant	
Trigger NHEC Service	project files, project kick off meeting, files and work papers.	
Agreement Payments	Milestones: Hold project kick off meeting; launch field testing cohorts.	

Phase II – Monitoring and Annual Progress Reporting		
Estimated Time Frame	Years: SY 15-16, 16-17 and 17-18	
Work Products/	Participants: Check in meetings three times a year (e.g., beginning of	
Deliverables	school year, mid-year and end of school year) and annual progress	
	report for all cohorts and program participants' stand-alone progress	
	report in addition to cohort progress report for used by participants' in	
	NHEP, funder and other reports.	
	Project: Continuing project work products or deliverables as noted	
	earlier and subsequently developed.	
Deliverables/Milestones to	Deliverables: Annual written progress report, annual grantee	
Trigger NHEC Service	symposium presentation, Council updates as needed.	
Agreement Payments	Milestones: Completion of each year of field testing.	

Phase III – Study of the Outcomes of the Field Testing and Next Steps Consideration		
Estimated Time Frame	Years: 2018	
Work Products/	Participants: Complete and publish study of the outcomes of the field	
Deliverables	testing.	
	Project: Continuing project work products or deliverables as noted	
	earlier and subsequently developed.	
Deliverables/Milestones to	Deliverables: Study	
Trigger NHEC Service	Milestones: Completion of field testing	
Agreement Payments		

Phase IV – Lessons Learned from the CISF Cohort Field Testing Project		
Estimated Time Frame	Years: 2019	
Work Products/	Participants: Complete and publish study of the lessons learned from	
Deliverables	the CISF Cohort Field Testing Project.	
	Project: Continuing project work products or deliverables as noted	
	earlier and subsequently developed, project close out.	
Deliverables/Milestones to	Deliverables: Completed and published study.	
Trigger NHEC Service	Milestones: Completed and published study, project close out and	
Agreement Payments	project files archived.	

STATEMENT OF WORK AND CONTRACT/SERVICES AGREEMENT SAMPLES

An example of a statement of work and related contract/services agreement executed for all Phases is provided at Appendices D and E. Contractors are encouraged to forward immediately such examples to their procurement, contracting, legal and/or other reviewing entities within the organization to ensure the award to contracting to start of the project timeline is no longer than two weeks.

PROJECT AND PROGRAM MANAGEMENT

The Council expects the contractor to provide standard project management tools and methodologies for efficient and effective management of both the phases of the project and the overall project itself, including but not limited to: project work plans, project charter, deliverable acceptance process, periodic project status reports, project risks, statement of work amendments, contractor project personnel management, project escalation paths, presentations regarding project status, report writing and meetings with the Executive Director to gauge project progress and achievement of project objectives.

Although not required, project team members and/or project team managers who are Project Management Institute (PMI) certified, will be considered favorably in the Council's holistic review and analysis of the professional services firm's proposal.

PROJECT TEAMS AND SUBJECT MATTER EXPERTS

Responders must demonstrate the possession of the expertise needed to complete each phase of the work. The Council expects proposed project team members in a proposal to be the same project team members that are assigned to the engagement, if awarded. NHEC recognizes that project team members may need to be replaced from time to time due to circumstances beyond the contractor's control. However, the Council expects this to be the exception, not the rule, and the Council expects to be a part of the selection of the replacement staff member to ensure continuity of knowledge of the project and quality of replacement staff capabilities.

OTHER MATTERS

Access to the Study. Please complete the "Intent to Propose" document at Appendix F to receive downloadable access to the Study.

Confidentiality. The Contractor and NHEC staff working on the project must sign specific confidentiality agreements at the inception of the project, then annually, or within 10 business days of starting on the project (if new), to emphasize the criticality of confidentiality for this project.

Work Product/Deliverable Ownership. All information gathered in and work products and/or deliverables produced as a result of this project is the property of NHEC. Project folders and files will be established for this project for access by both contractor and NHEC staff and utilization of file naming convention and organized electronic work files is expected of NHEC by the contractor. The Contractor may use logo cover sheets, logo transmittal letters and/or header and footer identifiers to identify their delivered work products or deliverable documents.

Conference or Other Venue Presentations. The Council recognizes the significance of this work and the value of sharing its progress with multiple stakeholder groups over the anticipated five years of the project. Accordingly, any presentation of this work at conferences or other venue presentations would include the Contractor as a co-presenter with NHEC presenters.

Publication. The Contractor does not have a proprietary interest in any of the work products, deliverables, progress report information or any information gathered as a result of this project. The Contractor cannot publish any other progress reports, any formal or informal interim reports, internal or external reports, or any portions of any of the above thereof, and may not otherwise publically disclose the vendor's findings, conclusions, or recommendations related to this project without the express written consent of NHEC.

NHEC reserves the right to publish any work product(s)/deliverable(s) as deemed appropriate and will replace all names with pseudonyms, unless waived in writing by the program participant. All final deliverable documents by the Contractor should include the appropriate American Psychological Association (APA) citation for citing by field testing cohort program participants and other scholarly, education researchers.

Travel Costs. NHEC anticipates that most of the work will be done on the island of O'ahu. However, there may be times in which participants will need to travel to O'ahu or the contractor project team, along with NHEC staff travel to the neighboring islands. If so, NHEC will be responsible for organizing and funding the inter-island travel arrangements. NHEC funded travel assumes all travel is within the State of Hawai'i. Travel to the U.S. continent for contractors will not be funded by NHEC regardless of presentation topic.

Cost Escalations. Because of the length of the project, responders should detail in the proposal, the provisions for cost escalations, if any, that impact the price proposals.

CONTRACTOR SELECTION CRITERIA

NHEC's criteria for vendor selection will include, but not be limited to:

- Understanding of the requirements of this RFP.
- Understanding and experience in evaluating performance outcomes from the perspective of the Native Hawaiian culture and language for programs that provide services to Native Hawaiian learners.
- Quantitative skills and prior experience in advanced statistical analysis as regards assessment of culturally-aligned evaluation principles, strategies, and practices.
- Prior experience in qualitative data collection and analysis as regards to assessment of culturally-aligned evaluation principles, strategies, and practices.
- Prior experience in educational research and evaluation in the field of indigenous education and the education of Native Hawaiians.

- Prior experience in establishing protocols and protecting the confidentiality of information collected and evaluated from indigenous populations, including Native Hawaiians and program that serve Native Hawaiians.
- Demonstrated experience in working in the State of Hawai'i's island communities.
- Vendor must demonstrate proof of having a valid State of Hawai'i Department of Taxation General Excise Tax (GET) license at the time of submission of a proposal or an appropriate written explanation for not having a GET.
- Vendor must have received a notice of "Compliant" status from the State of Hawai'i "Hawai'i Compliance Express" service prior to being considered for selection, and must be in "Compliant" status at the time of the signing of any contract based on this RFP. A copy of the "Compliant" status should be submitted with the proposal request and an updated copy will be required at the time of contracting.
- Two one page project references (Refer to Appendix G).

ESTIMATED RESPONSE TO PROPOSAL TIMELINE

	Dates/Time Frame	<u>Activities</u>
1.	Friday, March 6, 2015	NHEC: Releases RFP-2015-001, NHEC Common
		Indicators System Cohort Field Testing
2.	Monday, March 9, 2015	NHEC: Facilitate Proposers Conference Call to
	7:00 a.m. – 8:00a.m. HST	clarify RFP requirements
		Call-in: 712-775-7031/Meeting ID: 345-696-978
3.	Friday, April 10, 2015 (5 weeks)	Contractors: Submit Proposals

PROPOSAL SUBMISSION REQUIREMENTS

Proposal Organization. Refer to Appendix H and H-1 for the format and order of submission items. Proposals should not exceed 20 pages, excluding staff profiles, references and other appendices.

Proposal Format. Proposals should be submitted in letter size (8 ¹/₂" x 11") with 1-inch margin on all sides, numbering pages throughout the document; single-spaced; 12-point type using one of the following fonts: Times New Roman, Arial, Courier or Courier New. Appendices should be separated from the main proposal via tabs.

Submission Requirements. Proposals must be submitted in both electronic and hard copy forms. Electronic copies should be submitted as a Portable Document Format (PDF) file. Hard copies should be single sided, may be clipped, but otherwise unbound (e.g., no staples, spiral, comb or other binding).

Submission Deadline. Hard copy submissions must be postmarked by OR physically received by the NHEC office (evidenced by the NHEC office time-stamp) AND an electronic copy must be submitted by **FRIDAY, APRIL 10TH, 2015 by 4:00 p.m. HST.**

If there are any differences in the electronic version compared to the hard copy version, or there are multiple electronic or hard copy versions sent to the Council, the Council <u>will consider the on-time</u> submission version (e.g., electronic or hard copy) as the version that is responsive to the Council's <u>RFP</u>.

Untimely submissions (electronic or hard copy) will be returned to the responder and notified of noncompliance and non-consideration on the next business day of receipt.

Submit proposal to:

Dr. Sylvia Hussey, Executive Director

Send electronic copy to: nhec@nhec.org

Proposals containing pictures and charts can significantly increase the final file size. If an electronic copy is deemed too large to send over email, electronic submissions may be made through a file hosting service (e.g., Dropbox, Google Drive) with the link to retrieve the proposal file sent to the email listed above.

Mail or hand deliver hard copy to:

Native Hawaiian Education Council 735 Bishop Street, Suite 200 Honolulu, Hawai'i 96813 RE: RFP-2015-001

Response Decline. In the event contractors considering this RFP will not be submitting a response, please notify NHEC in writing and return all hard copy documents for NHEC to shred and double delete all soft pdf copies on your systems, including e-mails and email attachments.

ESTIMATED CONTRACTING TIMELINE

Dates/Time Frame

- 1. Friday, April 10, 2015
- 2. Monday, April 13, 2015 to Friday, April 24, 2015
- 3. Monday, April 27, 2015
- 4. Tuesday, April 28, 2015 to Friday, May 8, 2015

Activities

Contractors: Submit Proposals NHEC: Convene proposal Review Team and complete review. NHEC: Notify selected and non-selected proposers. NHEC and selected Contractor: Complete contracting and statement(s) of work.

Address all Inquiries and questions pertaining to this RFP to:

Dr. Sylvia Hussey, Executive Director NHEC Office: (808) 523-6432 Email: <u>nhec@nhec.org</u> Program Goal: To support innovative projects to provide supplemental services that address the educational needs of Native Hawaiian children and adults. The Department of Education has developed four (4) measures for evaluating the overall effectiveness of the Native Hawaiian Education Program.

(1) The percentage of Native Hawaiian students in schools served by the program who meet or exceed proficiency standards for reading, mathematics, and science on the State assessments;

(2) The percentage of Native Hawaiian children participating in early education programs who consistently demonstrate school readiness in literacy as measured by the Hawai'i School Readiness Assessment (HSRA);

(3) The percentage of students in schools served by the program who graduate from high school with a high school diploma in four years; and

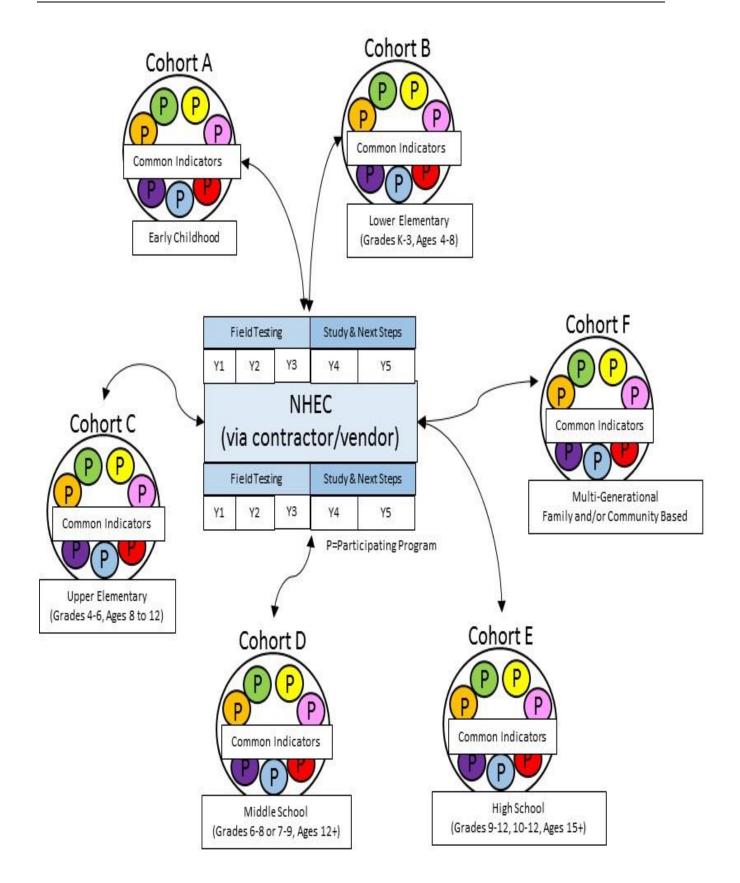
(4) The percentage of students participating in a Hawaiian language program conducted under the Native Hawaiian Education Program who meet or exceed proficiency standards in reading on a test of the Hawaiian language.

All grantees will be expected to submit an annual performance report addressing these performance measures, to the extent that they apply to the grantee's project.

	MAULI Being & Becoming	'IKE Knowing		KULEANA Contributing
FOCUS OF IMPACT► DF IMPACT ▼	Being & Becoming A. Resilience & Wellness Advances well-being of the body, mind and spirit.	Knowing/ B. Hawaiian 'Ike Advances Hawaiian language, culture, values and practices.	C. Academic Achievement & Proficiency Advances multiple understandings and purposeful outcomes across the subject areas	Contributing D. Stewardship, Self-sufficiency & Employment Supports self- reliance, financial independence and contribution to the family, community & world.
Kanaka 1. Individual Efforts seek to impact the individual	BASIC SURVIVAL General Food General Safety Health/wellness IDENTITY AND BELONGING Genotional well being Social connection Identity (sense of self, place, culture, global citizen) SELF-ACTUALIZATION Reflective awareness Problem solving Values/spirituality Aesthetic appreciation Creative expression	HAWAIIAN'ÕLELO Literacy Oral fluency Writing KNOWLEDGE Historical Socio-cultural Political Geographical Scientific VALUES AND PRACTICES Protocol Hula Lua Malama 'āina, Malama kai Healing (physical, emotional, spiritual)	EDUCATION LEVEL = Early (pre-K) = K-12 = Adult = 2-year institution = 4-year institution	STEWARDSHIP Social/environmental responsibility I Leadership Community service EMPLOYMENT Career planning Financial literacy Entrepreneurship, Technical and/or skills training Vocational education Small business development Non-profit management
'Ohana 2. Family Efforts seek to impact relatives and others who share roles, relationships, and resources.	QUALITY INTERGENERATIONAL RELATIONSHIPS Parent/caregiver skills Communication Behavior management/discipline Ho'oponopono/conflict resolution	emotional, spiritual) SUPPO - Financi - Counse - Mentor HAWAIIAN LANGUAGE - Literacy - Oral Fluency - Writing	ial aid eling ring ACADEMIC ENRICHMENT □ Early childhood development □ Family literacy □ Homework support	STEWARDSHIP Giving back/joining in Community leadership

Common Indicators System and Framework

RFP-2015-001



Statement of Work – Phase I RFP-2015-001 Common Indicators System Cohort Field Testing

Purpose

The Statement of Work document memorializes key aspects, understandings, activities, milestones and deliverables of the project between the Contractor and the Native Hawaiian Education Council.

Element	Description		
Work Products, Project Deliverable and/or Milestones			
Scope of Project			
Out of Scope			
Work Plan, Including Timeline and Task Completion Schedule			
Other Tools	Other Elements		
Reporting	Project status reports to be provided on a bi-weekly basis.		
Total Compensation for Phase I	\$XX,XXX		
Contractor	<u>Deliverable Name</u>	Date of Delivery	<u>% of \$ XX,XXX</u>
Deliverable Compensation Schedule	Deliverable 1 or Milestone 1	Х	% of XX,XXX
	Deliverable 2 or Milestone 2	Х	% of XX,XXX
	Deliverable 3 or Milestone 3	Х	% of XX,XXX

Signatures

<u>Name</u>

Date/Signature

Contractor

Sylvia Hussey, Executive Director Native Hawaiian Education Council

RFP-2015-001

Contract # <u>CO-####-###</u>

SERVICE AGREEMENT

AGREEMENT made this ____ day of _____, ___, by and between Native Hawaiian Education Council located at 735 Bishop Street, Suite 200, Honolulu, Hawai'i 96813 and (NAME OF CONTRACTOR) (HI G.E.T. No. W###########), whose principal business address is (CONTRACTOR'S ADDRESS).

WHEREAS, the Native Hawaiian Education Council desires to engage the services of (NAME OF CONTRACTOR), an independent contractor and not an employee, to perform services described in the Scope of Service;

NOW, THEREFORE, it is agreed as follows:

- Ι. Definitions: As used throughout this Agreement, the following terms shall have the meanings set forth below unless otherwise indicated:
 - A. The term, "NHEC" means the Native Hawaiian Education Council, the non-profit organization contracting for the services described in the Scope of Service.
 - B. The term "Contractor" means the individual, (NAME OF CONTRACTOR), who will provide the services described in the Scope of Service.
- Ш. Parties: The parties to this Agreement are the NHEC, represented by NHEC Executive Director (NAME OF ED) (or WHOMEVER IS SIGNING THE CONTRACT FROM NHEC, IF THERE'S NO ED), and (NAME OF CONTRACTOR), an independent contractor.
- III. Scope of Service: The Contractor will be responsible for (STATE WHAT MAIN PURPOSE FOR SERVICE AGREEMENT). The Contractor shall:
 - A. (LIST ALL WORK AND DELIVERABLES FROM BE DONE BY CONTRACTOR);
 - B.; and
 - С. .

NHEC shall:

- D. (LIST ALL RESPONSIBILITIES FROM NHEC, IF NHEC HAS ANY REQUIREMENTS; DON'T HAVE TO HAVE ANYTHING LISTED HERE);
- E. ; and

- IV. Term: The Agreement shall become effective on the date of the last authorized signature by the parties (or START DATE). The term of the Agreement will run from the date of the last authorized signature (or START DATE) and terminate on or before (END DATE).
- V. **Fees:** Contractor's standard per hour rate is \$(HOURLY RATE AMOUNT) and discounted forincorporated into the deliverable based work products in section VII.
- VI. **Time Schedule and Estimated Cost:** Contractor reserves the right to adjust estimated fees for individual services listed below based on actual time required to complete each service.

Time Schedule	Services	Estimated Cost
TOTAL		<mark>\$0.00</mark>

VII. **Compensation and Payment Schedule:** Total fees for this Agreement are not to exceed \$(ENTER CONTRACT CAP, IF APPLICABLE) and inclusive of Hawai`i general excise tax costs.

The estimated total payment of \$(TOTAL CONTRACT AMOUNT) shall be payable in two installments as follows:

Installment	Deliverable	Amount
1	Upon signing of Agreement	<mark>\$0.00</mark>
Final	Upon delivery and acceptance of the final needs assessment report and receipt of invoice.	<mark>\$0.00</mark>
	TOTAL:	<mark>\$0.00</mark>

VIII. **Indemnification:** Unless otherwise prohibited by law, Contractor agrees to indemnify, defend and hold harmless NHEC, its employees, officers and members, from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs and expenses from any claims (including investigation costs, settlement costs and attorneys' fees and expenses incident thereto) sustained by or asserted against NHEC arising out of, resulting from, or attributable to the negligence, error, or omission on the part of the Contractor, provided that the Contractor shall not be liable hereunder to indemnify NHEC against liability for damages arising out of bodily injury to persons or damage to property covered by or resulting from the sole negligence or willful misconduct of NHEC, its agents or employees.

- IX. Intellectual Property: All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses or other products produced as a result of the services rendered under this Agreement will become the sole property of the NHEC. The NHEC hereby grants the Contractor the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of the Contractor's business for any lawful purpose. Either the originals or reproducible copies satisfactory to the NHEC of all technical data, evaluations, reports and other work product of the Contractor shall be delivered to the NHEC upon completion or termination of services under this Agreement.
- X. **Severability:** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision contained in this Agreement.
- XI. Integration: All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement and, except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter contained in this Agreement.
- XII. **Applicable Law:** The Agreement shall be governed by, subject to, and construed according to the laws of the State of Hawai'i. The Contractor will comply with all applicable Federal, State and local laws.
- XIII. **Confidentiality:** Contractor agrees without first obtaining prior written approval from NHEC during the term of this Agreement or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any proprietary and confidential information which is marked confidential received directly or indirectly from NHEC or acquired or developed in the course of this Agreement.
- XIV. **Termination:** Either party may terminate this Agreement without cause at any time by giving written notice to the other party of such termination at least 30 calendar days before the effective date of such termination. Either party may terminate this Agreement immediately for nonperformance or a material breach of Agreement. Upon termination, NHEC shall be entitled to receive all completed and uncompleted designs, plans, suggestions, ideas, and all other information and documents, which the Contractor has made or developed hereunder up to the termination date. Contractor will present NHEC with a written statement of account showing all fees paid to that time, and itemizing work performed. If work performed exceeds fees paid to date, NHEC will pay Contractor for such work at the Contractor will return unearned fees to NHEC. No payment will be made for work completed after notice of termination unless otherwise agreed in writing by the parties.
- XV. **Contractor Status:** Nothing in this Agreement shall be construed to create an employer/employee relationship between the parties, and Contractor shall be deemed to be at all-time an independent contractor. Contractor shall not be considered an employee of NHEC under any of NHEC's employee benefit programs or for purposes of federal income tax

withholding, the Federal Insurance Contributions Act, the Social Security Act, or the Federal Unemployment Tax Act. Contractor shall not represent that she is an employee of NHEC.

- XVI. Notice to Contractor Regarding its Tax Duties and Liabilities: Contractor is responsible to pay Contractor's applicable income taxes or, if Contractor is not a corporation, applicable selfemployment (social security) tax. NHEC will inform Contractor of the total amount of payments made to Contractor on a calendar year basis during January of the following year and report such payments to the Internal Revenue Service as required by law. It will be the Contractor's responsibility to comply with Federal, State, and local self-employment and income tax laws.
- XVII. **Power of Contract:** Contractor has no authority to bind, obligate or commit NHEC to any contract or obligation with third parties.
- XVIII. Legal Compliance: Contractor agrees to comply with all applicable Federal, State, and local laws and regulations.
- XIX. **Insurance:** Contractor shall maintain insurance coverage appropriate to the Scope of Service of this Agreement and to the satisfaction of NHEC.
- XX. **Settlement of Dispute**: Neither NHEC nor the Contractor will institute litigation in any court concerning a dispute arising under this Agreement, unless that party has used good faith efforts to resolve the dispute on a timely basis through negotiation with the other party. A dispute may be submitted to mediation or arbitration upon mutual agreement of the parties. In the event that the parties cannot negotiate a timely settlement of a dispute, then either party may institute appropriate legal action.

IN WITNESS HEREOF, the parties have executed this Agreement effective on the date stated above.

CONTRACTOR: (NAME OF CONTRACTOR)	CLIENT: Dr. Sylvia M. Hussey, Executive Director On behalf of the Native Hawaiian Education Council
Signature	Signature
 Print name	Print name
Date	Date

RFP-2015-001

Please e-mail the completed and signed Intent to Propose document to <u>nhec@nhec.org</u>. Note in e-mail subject header, "Intent to Propose RFP-2015-001: [Name of Organization]":

- 1. Name of Organization:
- 2. Primary Point of Contact for Proposal:
 - A. Name, Position
 - B. Mailing Address
 - C. Phone Number
 - D. E-mail
- 3. Statement of Intent:

The (name of organization) intends to submit a proposal in response to the Native Hawaiian Education Council's Request for Proposal 2015-001 (*RFP-2015-001*); and NHEC will provide access to the Dropbox folder in which the *Study of Common Culturally-Aligned Evaluation Measures* file can be downloaded, once this signed statement of intent is received.

Signature/Date

Print Name

Reference Element	Response
Name of Contractor	
Name of Client Reference	
Education Sector	Early Childhood, K-12, Post-High, Community Based, Other Expertise
Brief Description of the Project or Study	
Scope and Size of Project	In months/years, \$ range (e.g., \$50,000 to \$100,000) and hours (e.g., 2,500 to 3,000 staff hours, 500 management hours)
Role of the Contractor	
Key Reasons Contractor Chosen	
Contractor's Hawaii Work Experience	
Key Deliverables of the Project or Study	
Quality of the Deliverables	Met Expectation, Exceeded Expectation, Did Not Meet Expectation, Medium, High, Exceptional
Project Management Capabilities	Novice (1 to 3 years), Experienced or Skilled (5 to 7 years), Highly Experienced and Skilled (10+ Years)
Would You Use This Contractor Again and Why?	
Reference Point of Contact	Name, mailing address, e-mail and phone number

APPENDIX G – CONTRACTOR REFERENCE REPORT – 2 OF 2 NHEC Common Indicators System and Framework Cohort Field Testing

RFP-2015-001

Reference Element	Response
Name of Contractor	
Name of Client Reference	
Education Sector	Early Childhood, K-12, Post-High, Community Based, Other Expertise
Brief Description of the Project or Study	
Scope and Size of Project	In months/years, \$ range (e.g., \$50,000 to \$100,000) and hours (e.g., 2,500 to 3,000 staff hours, 500 management hours)
Role of the Contractor	
Key Reasons Contractor Chosen	
Contractor's Hawaii Work Experience	
Key Deliverables of the Project or Study	
Quality of the Deliverables	Met Expectation, Exceeded Expectation, Did Not Meet Expectation, Medium, High, Exceptional
Project Management Capabilities	Novice (1 to 3 years), Experienced or Skilled (5 to 7 years), Highly Experienced and Skilled (10+ Years)
Would You Use This Contractor Again and Why?	
Reference Point of Contact	Name, mailing address, e-mail and phone number

I – Executive Summary	One page summarizing the key proposal elements, phased cost information, refer to Appendix H-1
II – Project Plan	
III – Project Costing by Phase	
IV – Project Team	Please include a project organization chart and project team resumes for all team members proposed for the project in appendix.
V – Reference Letters	Refer to Appendix G formats.
VI - Appendices	

APPENDIX H-1 – ONE PAGE EXECUTIVE SUMMARY NHEC Common Indicators System and Framework Cohort Field Testing

RFP-2015-001

Name of Respondent Organization			
Paragraph Description of Organization			
Name(s) of Proposed Project Team Members and Roles			
Summary of Proposed Professional Services by Phase			
Phase I – Establishment of CISF Field Testing Cohorts and Overall Study/Project Construct	\$		
Phase II – Monitoring and Annual Progress Reporting	\$		
Phase III – Study of the Outcomes of the Field Testing and Next Steps Consideration	\$		
Phase IV – Lessons Learned from the CISF Cohort Field Testing Project	\$		
Other	\$		
Total	\$		
Point of Contact Information for Response – Name, Mailing Address, Phone Number, E-mail			